

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 18	
1. CONTRACT PURCH ORDER/AGREEMENT NO. <div style="border: 1px solid black; padding: 2px;">DAAE07-03-P-S063</div>			2. DELIVERY ORDER/CALL NO.		3. DATE OF ORDER/CALL (YYYYMMDD) <div style="border: 1px solid black; padding: 2px;">2002DEC20</div>		4. REQUISITION/PURCH REQUEST NO. <div style="border: 1px solid black; padding: 2px;">SEE SCHEDULE</div>		5. PRIORITY <div style="border: 1px solid black; padding: 2px;">DOA4</div>		
6. ISSUED BY TACOM WARREN BLDG 231 AMSTA-AQ-ATAC KAYE MAGAR (586)574-6318 WARREN, MICHIGAN 48397-5000 EMAIL: MAGARK@TACOM.ARMY.MIL HTTP://CONTRACTING.TACOM.ARMY.MIL			CODE <div style="border: 1px solid black; padding: 2px;">W56HZV</div>		7. ADMINISTERED BY (If other than 6) DCMA DETROIT U.S. ARMY TANK & AUTOMOTIVE COMMAND (TACOM) ATTN: DCMAB-GJD WARREN, MI 48397-5000 SCD: B PAS: NONE ADP PT: HQ0337			CODE <div style="border: 1px solid black; padding: 2px;">S2305A</div>		8. DELIVERY FOB <div style="border: 1px solid black; padding: 2px;"><input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)</div>	
9. CONTRACTOR <div style="border: 1px solid black; padding: 2px;">SOUTHERN AUTOMOTIVE WHOLESALERS INC 597 N SAGINAW STREET PONTIAC, MI. 48342</div>			CODE <div style="border: 1px solid black; padding: 2px;">1Y875</div>		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) <div style="border: 1px solid black; padding: 2px;">SEE SCHEDULE</div>			11. X IF BUSINESS IS <div style="border: 1px solid black; padding: 2px;"><input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED</div>	
NAME AND ADDRESS <div style="border: 1px solid black; padding: 2px;">TYPE BUSINESS: Other Small Business Performing in U.S.</div>			12. DISCOUNT TERMS <div style="border: 1px solid black; padding: 2px;">Net 30 Days</div>		13. MAIL INVOICES TO THE ADDRESS IN BLOCK <div style="border: 1px solid black; padding: 2px;">See Block 15</div>						
14. SHIP TO <div style="border: 1px solid black; padding: 2px;">SEE SCHEDULE</div>			CODE		15. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER DFAS-CO/NORTH ENTITLEMENT OPERATION P.O. BOX 182266 COLUMBUS OH 43218-2266			CODE <div style="border: 1px solid black; padding: 2px;">HQ0337</div>		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2	
16. TYPE OF ORDER DELIVERY/CALL PURCHASE X THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT. Reference your <input type="checkbox"/> Oral <input checked="" type="checkbox"/> Written Quotation <u>DAAE0703QS025</u> , Dated <u>2002DEC09</u> . THOMAS M. TYSON furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.											
NAME OF CONTRACTOR SIGNATURE TYPED NAME AND TITLE DATE SIGNED (YYYYMMDD) <div style="border: 1px solid black; padding: 2px;">If this box is marked, supplier must sign Acceptance and return the following number of copies:</div>											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE <div style="border: 1px solid black; padding: 2px;">SEE SCHEDULE</div>											
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICE				20. QUANTITY ORDERED/ACCEPTED*		21. UNIT	22. UNIT PRICE		23. AMOUNT
		SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price KIND OF CONTRACT: Supply Contracts and Priced Orders									
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.						24. UNITED STATES OF AMERICA <div style="border: 1px solid black; padding: 2px;">2002DEC20 SIGNED REPRINT BY: CONTRACTING/ORDERING OFFICER</div>				25. TOTAL <div style="border: 1px solid black; padding: 2px;">\$22,191.00</div>	
27a. QUANTITY IN COLUMN 20 HAS BEEN <div style="border: 1px solid black; padding: 2px;"><input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED</div>											
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP. NO. <div style="border: 1px solid black; padding: 2px;"><input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL</div>		29. D.O. VOUCHER NO.		30. INITIALS	
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS				31. PAYMENT <div style="border: 1px solid black; padding: 2px;"><input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL</div>		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.								34. CHECK NUMBER			
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER								35. BILL OF LADING NO.	
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-P-S063 MOD/AMD	Page 2 of 18 REPRINT
Name of Offeror or Contractor: SOUTHERN AUTOMOTIVE WHOLESALERS INC		

SUPPLEMENTAL INFORMATION

	Regulatory Cite	Title	Date
1	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	JUL/2003

(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987)of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil

(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

[End of Clause]

Name of Offeror or Contractor: SOUTHERN AUTOMOTIVE WHOLESALERS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 6115-01-473-2303 FSCM: 19207 PART NR: 57K3546 SECURITY CLASS: Unclassified				
0001AA	<u>PRODUCTION QUANTITY</u> NOUN: PARTS KIT,ELECTRICA PRON: EH3A1604EH PRON AMD: 02 ACRN: AA AMS CD: 070011 <u>Description/Specs./Work Statement</u> TOP DRAWING NR: 57K3546 DATE: 29-OCT-2002 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING RQMTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: B <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC				

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 4 of 18

REPRINT

Name of Offeror or Contractor: SOUTHERN AUTOMOTIVE WHOLESALERS INC

CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG	JOB			
ITEM	AMS CD	ACRN STAT	ACCOUNTING CLASSIFICATION	ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
0001AA	EH3A1604EH	AA 2	97 X4930AC6D 6D	26FB S20113	W56HZV \$	22,191.00
070011						
					TOTAL \$	22,191.00

SERVICE						ACCOUNTING	OBLIGATED
<u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>				<u>STATION</u>	<u>AMOUNT</u>
Army	AA	97	X4930AC6D	6D	26FB S20113	W56HZV	\$ 22,191.00
						TOTAL	\$ 22,191.00

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-P-S063 MOD/AMD	Page 5 of 18 REPRINT
---------------------------	--	--

Name of Offeror or Contractor: SOUTHERN AUTOMOTIVE WHOLESALERS INC

CONTRACT CLAUSES

2	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
3	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
4	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
5	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
6	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2003
7	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
8	52.246-2	INSPECTION OF SUPPLIES--FIXED PRICE	AUG/1996
9	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
10	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
11	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (Alternate I dated Dec 2000)	DEC/2000
12	52.209-1	QUALIFICATION REQUIREMENTS	FEB/1995

(a) Definition: Qualification requirement, as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) SEE SUPPORTING ACTIVITY(IES) LISTED IN THE SPECIFICATION(S)
(Address)

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name _____
Manufacturer's Name _____
Source's Name _____
Item Name _____
Service _____
Identification_____Test Number_____(to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

[End of Clause]

13	52.204-4006 (TACOM)	INCORPORATION OF TACOM MASTER SOLICITATION FOR SIMPLIFIED ACQUISITIONS AND DESIGNATION OF F.O.B. POINT	MAY/2000
----	------------------------	--	----------

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-P-S063 MOD/AMD	Page 6 of 18 REPRINT
---------------------------	--	---------------------------------------

Name of Offeror or Contractor: SOUTHERN AUTOMOTIVE WHOLESALERS INC

(a) This Request for Quotation (RFQ) or Purchase Order (PO) incorporates by reference TACOM-Warren's Master Solicitation for Simplified Acquisitions with the same force and effect as though the clauses and provisions it contains were physically incorporated into this document. The version in effect at time of award is the version that applies to your purchase order.

(b) The TACOM-Warren Master Solicitation for Simplified Acquisitions is available on our Electronic Contracting web page, which you can reach using the following URL address: <http://contracting.tacom.army.mil/opportunity.htm>

(c) The clauses and provisions in Section I of the Master Solicitation apply to all TACOM-Warren RFQs and Purchase Orders that contain this clause. The clauses contained in Section II of the Master Solicitation applies in addition to those in Section I when the RFQ or PO specifies F.O.B. Origin.

(d) We hereby specify that the required F.O.B. point for this acquisition is destination.

(e) We will keep the Master Solicitation identified in this clause available on our Electronic Contracting web page during the entire period of performance of the purchase order. If the current Master Solicitation later is revised to incorporate a change in any of the clauses, the version specified in this clause will be retained, intact, in an archive area on our web page for continued reference and use.

[End of Clause]

14	52.211-4015 (TACOM)	CONFIGURATION CONTROL--ENGINEERING CHANGES	JUL/2002
----	------------------------	--	----------

(a) DEFINITIONS:

(1) Engineering Change Proposal (ECP). An ECP is a suggestion that we (the Government) permanently change some requirement of the Technical Data Package (TDP). ECPs can be issued before or during contract performance. NOTE: The current Government Standard allows us ninety days to process routine ECPs. If you (the contractor) need a response in less than ninety days to meet contract requirements, you should consider submitting a deviation along with your ECP.

(2) Request for Deviation (RFD). A RFD is a one-time request to deviate from TDP requirements. You must submit your deviation request before you deviate from the TDP requirements. You can request a deviation for a specific number of parts or the entire contract quantity.

(3) Value Engineering Change Proposal (VECP). A proposal that --

(i) Requires a change to the instant contract; and

(ii) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change --

(A) In deliverable end item quantities only;

(B) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(C) To the contract type only.

(4) Notice of Revision (NOR). A NOR describes the proposed changes to a technical document being requested by an ECP.

(b) When will TACOM start processing change requests? TACOM won't start processing any ECP, VECP, or RFD until we receive the ACO's comments (see paragraph (e) below) and the ECP, VECP, or RFD documentation.

(c) Contractor Responsibility. ECPs, VECPs, and RFD shall contain information per the instructions outlined on the Data Delivery Descriptions (DDD) which can be found at the following website: <http://contracting.tacom.army.mil/engr/engrchange.htm>. Forms for preparing an ECP, VECP, or a RFD can also be found at this website. You may use other media, as long as you give us all the information outlined in the DDDs.

(1) Identify the two-digit Weapon System Code (WSC) on your submittal. The WSC for this procurement is N5.

(2) The Contractor shall submit ECPs/VECPs/RFDs to the Government electronically. You must use one of the following electronic mediums: 100 megabyte Zip*-disk, 3 1/2 inch disk, 650 megabyte CD ROM, or E-mail. (E-mail files must be sized 3.5 mb or less.) Identify the software application, and version, that you used to create each file submitted.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-P-S063 MOD/AMD	Page 7 of 18 REPRINT
---------------------------	---	---------------------------------------

Name of Offeror or Contractor: SOUTHERN AUTOMOTIVE WHOLESALERS INC

(3) ECPs/VECPs/RFDs submitted in paper form are unacceptable and will be returned. You must use one of the following electronic formats:

(i) Files readable using these Microsoft 97 Office Products: Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.

(ii) Files in Adobe PDF (Portable Document Format).

(iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic ECPs/VECPs/RFDs and be accessible offline.

(iv) Other electronic formats. Before preparing your ECPs, VECPS or RFDs in any other electronic format, please e-mail the engineer, copy-furnished to the buyer and ACO, to obtain a decision as to the format's acceptability. Failure to e-mail the engineer to seek an alternate format's acceptability may result in rejection of your submission. All alternate methods must be at no cost to the Government. NOTE: The above formats may be submitted in compressed form using self-extracting files.

(d) Submittal Procedures for ECPs/VECPs/RFDs.

(1) Send one copy of the ECP, VECP or RFD in electronic format to your ACO.

(2) Send one copy of the ECP, VECP or RFD in electronic format to the buyer listed on the solicitation/ contract document.

WARNING - Submit complete, legible, virus free packages per paragraphs 1 and 2 above, or we may return your ECP/VECP/RFD without processing them.

(e) ACO Responsibility. Within ten working days from the day you receive the contractor's request, the ACO must prepare Comments on the ECP, VECP, or RFD in electronic format, and forward it as follows:

ECPs, VECPS, and RFDs. Email a copy of the contractor's request and ACO comments (DD Form 1998) to the engineer Mr. Michael Gibson, gibsonmi@tacom.army.mil and the buyer identified in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

(f) Approval of ECPs, VECPS and RFDs.

(1) ECPs should be used to make permanent changes in the Government Technical Data Package (TDP). Contractual relief should be requested using a Request for Deviation. This is because the Government requires more time to analyze any proposal to permanently change the specification or TDP. Cost saving improvements to the TDP should be submitted as a VECP, if a VE clause is contained in the contract.

(2) ECPs. TACOM will review and make a decision within the ninety day timeframe. Notification of our decision will be made by the contracting officer or representative.

(3) RFDs. Decision on RFDs will be made within 30 days from the date we receive them from the ACO.

(g) Processing Emergency and Urgent ECPs. Ordinarily, ECPs submitted by the contractor will be deemed routine. If you submit an ECP that you consider to be an emergency or urgent (as defined in paragraph 11 of DDD for ECPs), you must immediately notify the PCO. TACOM will review the criticality of the ECP, and, if we determine that it is urgent or critical, we'll follow the appropriate processing time-frames as outlined in paragraph 11 of the DDD for ECPs.

(h) Reminder - Only the PCO can change the Contract. NO OTHER GOVERNMENT REPRESENTATIVE is authorized to make a commitment for, or bind the Government.

(i) RFDs shall contain sufficient pricing data to determine if a downward equitable adjustment to the contract is required.

(j) Questions.

(1) Questions about preparation and submittal of change request should be directed to the Government Quality Assurance Representative (QAR).

(2) Questions about the status of change requests you've already submitted, contact the buyer. You can find the buyer's name, number and e-mail address in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-P-S063 MOD/AMD	Page 9 of 18 REPRINT
Name of Offeror or Contractor: SOUTHERN AUTOMOTIVE WHOLESALERS INC		

[End of Clause]

19 52.247-48 F.O.B. DESTINATION--EVIDENCE OF SHIPMENT (DEVIATION) JUL/1995

(a) If this contract is awarded on an f. o. b. destination basis, and if transportation is accomplished by common carrier, parcel post, or other than common carrier, the Contractor agrees not to invoice until the supplies are shipped, and to retain the following evidence of shipment (EOS) documentation for a period of 4 years after completion of the contract.

(1) If transportation is accomplished by common carrier, the Contractor will retain a signed copy of the commercial bill of lading of the supplies covered by the invoice, indicating the carrier's intent to ship said supplies to the destination specified in the contract.

(2) If transportation is accomplished by parcel post, the Contractor will retain a copy of the mailing certificate, or

(3) If transportation is by other than common carrier or parcel post, the Contractor will retain the receipt copy of the appropriate delivery document showing receipt at the destination in the contract.

(b) Retention of the above EOS documentation and having the documentation available for subsequent review, if needed, eliminates the requirement to provide these documents with the Contractor's paper, or electronically transmitted, invoices.

[End of Clause]

20 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (Alternate III dated May 2002) MAY/2002

(a) Definitions. As used in this clause--

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-P-S063 MOD/AMD	Page 10 of 18 REPRINT
---------------------------	---	--

Name of Offeror or Contractor: SOUTHERN AUTOMOTIVE WHOLESALERS INC

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f) in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-P-S063 MOD/AMD	Page 11 of 18 REPRINT
Name of Offeror or Contractor: SOUTHERN AUTOMOTIVE WHOLESALERS INC		

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr2000.com> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: <http://aaais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

- (1) Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access
- (2) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
- (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-P-S063 MOD/AMD	Page 12 of 18 REPRINT
---------------------------	--	---------------------------------

Name of Offeror or Contractor: SOUTHERN AUTOMOTIVE WHOLESALEERS INC

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

23	52.211-4008	DRAWING LIMITATIONS	NOV/2002
	(TACOM)		

(a) The drawings supplied with this contract are not shop or process drawings. They are engineering design drawings. They are adequate to permit manufacture, and:

- (1) depict the completed (item(s), and
- (2) serve as the basis for inspection of the completed item(s).

(b) These drawings DON'T cover intermediate drawings/specifications or steps in the manufacturing process. As a result, even if you meet all the dimensions and tolerances specified in the engineering design drawing for each individual part, a cumulative unacceptable fit for the contract item could result.

(c) YOU ARE RESPONSIBLE for producing the shop or process drawings needed to cover intermediate steps in the manufacturing process.

(d) The Contractor agrees that he has obtained all specifications and drawings necessary to manufacture the items being solicited in accordance with the TDP including all incorporated specifications and drawings. The contractor is responsible for having all drawings and specifications. Delivery delays are not excusable where the contractor asserts that it did not have a specification or drawing and has failed to request, in writing, the specification from either the Contracting Officer or Contract Specialist prior to the solicitation closing date.

(e) If you fail to produce an end item with a cumulative fit that conforms to Government drawings, specifications or other supplemental manufacturing documentation, you'll be responsible for correcting this condition at no additional cost to the Government and no delivery schedule extension.

[End of Clause]

24	52.211-4016	TT-C-490, TYPE I, ZINC PHOSPHATE PRETREATMENT SYSTEMS FOR CARC	OCT/2002
	(TACOM)		

(a) If the technical data package requires the use of a TT-C-490, Type I, pretreatment system, the process including primer application must be approved by the procuring activity prior to use. All approved facilities have been provided a letter of system approval which identifies the specific phosphate chemical system and the limitations/exceptions authorized. These approval letters must be dated no later than January 1989. Letters of approval which do not identify the chemical system are limited to approval on a specific contract only and do not have carte blanc approval. Approvals are substrate specific. The default qualification is low carbon steel. Heat treated, low alloy steel and galvanized steels require special qualification.

(b) Any zinc phosphate application facility requesting approval must submit the procedure to TACOM, ATTN: AMSTA-TR-E/267 for review at least 35 days before planned start-up. The procedure must identify the prime contractor and the contract number. The procedure must contain all the elements required per paragraph 3.2 of TT-C-490. A qualification audit will be arranged with the facility. The facility must demonstrate its ability to perform all required process control tests and operate successfully within its designated operating parameters.

(c) If the contractor cannot find a capable facility within his area, a list of TACOM approved facilities is available at <http://contracting.tacom.army.mil/engr/englhtml> These facilities are capable of meeting the performance requirements in the specification.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-P-S063 MOD/AMD	Page 13 of 18 REPRINT
Name of Offeror or Contractor: SOUTHERN AUTOMOTIVE WHOLESALERS INC		

(d) For all TT-C-490, Type I facilities, the sentence "Sampling may then be reduced to one sample twice per week" in paragraph 4.2.8 of TT-C-490 is deleted and replaced with the following " Sampling for production control is required with the testing of two phosphated and primed specimens per month for each solvent-borne primer used and two specimens every two months for electrocoat primers".
(End of clause)

25	52.211-4017	ENHANCED CARC REQUIREMENTS FOR HIGH PERFORMANCE SYSTEMS	JUN/2002
26	52.211-4030 (TACOM)	SPECIAL TESTING REQUIREMENTS FOR CHEMICAL AGENT RESISTANT COATINGS (CARC) ON METALLIC SURFACES	MAR/2001
(a) <u>Application</u> : MIL-C-46168 MIL-C-53039 MIL-PRF-22750			

(b) End-Item Paint Inspection: After the complete paint finish has been applied and cured* (See *Note, below), the Contractor shall test and inspect two units per lot for (i) workmanship, (ii) total paint film thickness, and (iii) paint adhesion. Unless otherwise agreed to between the Contractor and the cognizant Government quality assurance representative, a lot shall be defined as all units submitted for final Government acceptance at one time. The use of test panels in lieu of actual production units is prohibited. At final inspection, the cumulative total paint film thickness of pretreatment, primer, and topcoat shall at a minimum conform to the sum of the minimum thicknesses for individual elements of the paint finish as specified in the Film Thickness Table below. Sufficient locations shall be spot-checked to ensure proper workmanship and paint thickness uniformity. The size and configuration of the unit as well as the number of vendors responsible for the paint finish of component parts shall be taken into consideration in determining the number of locations to be checked. The specific number of test locations shall be agreed to by the cognizant Government quality assurance representative in advance. In addition, two locations on each sample unit shall be selected to conduct the scribe tape test. The test locations shall be routinely varied among the following:

- (1) Directly adjacent to a weld
 - (2) On or directly adjacent to a machine cut or sheared edge.
 - (3) On any mechanically formed surface when lubricants/drawing compounds were used.
 - (4) On paint touch-up areas.
- (c) The precise location for each scribe tape test shall be in an inconspicuous location that has been accepted by the cognizant Government quality assurance representative before the test is conducted.

(d) Upon completion of the scribe tape test, the scribe marks shall be feathered into the adjacent area and touched up with the required top coat so that the tested area again conforms to the applicable minimum specified in the Film Thickness Table below.

*Note: The complete paint finish is defined as the pretreatment, primer, and topcoat applied to the substrate. Curing of the complete paint finish is dependent upon temperature, humidity, and paint film thickness. The time necessary to achieve sufficient adhesion to pass the scribe tape test must be determined by each facility. For purposes of this test, curing at ambient temperature will take from 24 days.

- (e) Test Methods:
- (1) Film Thickness. Film thickness shall be verified with a nondestructive film gage. The gage shall be suitable for measurements over the applicable substrate material and shall have sufficient accuracy to ensure compliance to the thickness limitations. The gage shall be capable of being calibrated. If no other calibration specification or requirement is identified elsewhere in this contract, then the gage shall be calibrated in accordance with ISO 10012.
 - (2) Scribe Tape Test. The following test procedure shall be followed. The test surface shall be sufficiently warm and dry to ensure adhesion of the tape. All dimensions cited in this Scribe Tape Test description are approximate:
 - (i) Scribe four one-inch lines completely through the paint finish to the substrate, one sixteenth to three thirty-seconds of an inch apart.
 - (ii) Scribe four additional one-inch lines, completely through the paint finish, one sixteenth to three thirty-seconds of an inch apart, rotated 90 degrees with respect to the first set of lines. The resulting pattern shall contain nine squares.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-P-S063 MOD/AMD	Page 14 of 18 REPRINT
Name of Offeror or Contractor: SOUTHERN AUTOMOTIVE WHOLESALERS INC		

(iii) Press a length of A-A-1830, A-A-884, or any commercially available tape with a minimum adhesion rating of 45 oz. per inch of width firmly over the scribed pattern, rubbing out all air pockets.

(iv) Wait 10 seconds, minimum. Grasp a free end of the tape and at a rapid speed strip it from the paint surface by pulling the tape back upon itself at 180 degrees.

(f) Interpretation of Test Results

NOTE: These two tests are not a substitute for corrosion tests such as neutral salt spray or accelerated corrosion tests which verify coating durability.

(1) Film Thickness. All applicable surfaces shall have complete paint coverage. A minimum of 75% of the applicable surfaces of each test unit shall meet the minimum, cumulative dry film thickness requirements. Failure of either test unit shall result in rejection of the production lot that it represents.

FILM THICKNESS TABLE

<u>SPECIFICATION</u>	<u>DRY FILM THICKNESS (Mils)</u>
DOD-P-15328*	0.3 - 0.5
MIL-PRF-23377	1.0 - 1.5
MIL-P-53022	1.0 - 1.5
MIL-PRF-22750	1.3 - 1.7
MIL-P-53030	1.0 - 1.5
MIL-C-46168	1.8 - 3.2
MIL-C-53039	1.8 - 3.2

*May not be allowed per contract due to VOC and hexavalent chromium content.

(2) Scribe Tape Test (Adhesion). The removal of two or more complete squares of top coat, or top coat-primer-pretreatment coating, from either test unit constitutes test failure and the production lot from which it comes is rejected. Removal of overspray does not constitute test failure.

Notice: The scribe tape test is designed to detect any deficiency in the paint application process that would affect the durability of the CARC finish. Typical causes of failure are:

- (i) Inadequate cleaning of the substrate.
- (ii) Contamination of the surface between coatings.
- (iii) Excessive paint film thickness in a single coating application.
- (iv) Application of a coating over a previous coating which has not been adequately cured.

It is strongly recommended that the Contractor implement rigid in-process controls in conjunction with the best industrial painting practices to ensure that the performance requirements specified in this clause are met.

[End of Clause]

27

52.211-4035
(TACOM)

PHOSPHATE COATING PROCEDURE APPROVAL

JAN/1988

(a) Offeror's attention is directed to the fact that the contract technical data package incorporates MIL-DTL-16232G, a military specification that requires Governmental review and approval of the phosphate coating procedures to be used by the Contractor. Such approval must precede the start of production.

(b) In consequence, if you have not obtained TACOM approval of your phosphate coating procedures, or if you have not obtained

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-P-S063 MOD/AMD	Page 15 of 18 REPRINT
---------------------------	--	---------------------------------

Name of Offeror or Contractor: SOUTHERN AUTOMOTIVE WHOLESALERS INC

TACOM approval of the exact procedure that you will use if awarded this contract, you must be prepared to submit and gain approval of your proposed procedure before you initiate performance on any contract awarded as a result of this solicitation. (Where approval is required, the Contractor shall provide two copies of the required documents through the cognizant Administrative Contracting Officer (ACO) for his or her initial review and evaluation to the attention of the buyer, US Army TACOM (address and office symbol are given on the face of this contract or purchase order). Be sure to cite the contract number on all coating procedures being submitted for TACOM review.)

(c) If you have previously received TACOM review and approval of the same coating procedures you will use if awarded this contract, then that previous approval may be construed as meeting the requirements in MIL-DTL-16232G for preproduction approval. The Government reserves the right to require an updated approval if substantial time has passed since the last approval, or if we have encountered or suspect quality problems stemming from noncompliance with specification coating requirements. You will be notified by the Administrative or Procuring Contracting Officer after award if an updated approval of your coating procedures will be required.

(d) If you HAVE NOT received TACOM approval of your phosphate coating procedures, so indicate by checkmarking the following certification:

[] This company has no record of having received TACOM approval of our proposed phosphate coating procedures, as described in MIL-DTL-16232G. If awarded a contract resulting from this solicitation, we will secure the required approval before beginning production, at no additional cost to the Government, and at no extension in delivery schedule.

(e) If you HAVE received a previous TACOM approval of your proposed phosphate coating procedures, so indicate by completing all parts of the following representation:

(1) TACOM review and approval of our phosphate coating procedures was last obtained on (date)_____, for contract _____. We further certify that phosphate coating as required for that contract:

[] was performed in-house, in our production facility.

[] was performed out-of-house, by the _____ company, address as follows:

(2) If awarded a contract resulting from this solicitation, we

[] will

[] will not

use exactly the same coating procedures (including, if applicable, the same subcontractor as indicated in paragraph 1. immediately above) as those for which we have received TACOM approval as indicated above.

[End of Provision]

28 52.211-4036 FORMAT OF THE TECHNICAL DATA PACKAGE
(TACOM)

APR/2000

(a) The TDP for the contract item is available only in electronic format via the TACOM Contracting Webpage (contracting.tacom.army.mil). TACOM-Warren has discontinued its practice of providing hard copies (i.e. CD ROM) of technical data packages (TDPs). You must obtain a copy of the TDP for this solicitation via the TACOM Contracting Webpage. For those TDPs not available via the webpage, the TDP will be issued free of charge in CD-ROM format. The CD-ROM includes the necessary software to access, view, and print individual images that are included in the TDP. The CD-ROM can be read in any personal computer that includes a CD-ROM drive. If your company does not have a personal computer with a CD-ROM drive, you can take the CD-ROM disk to any of various commercial computing or copying/printing service, to have hard copies produced.

(b) TDPs available via the TACOM Contracting Webpage may be purchased in CD ROM format for a fee of \$4.60 each. Requests for CD ROMs and payment should be mailed to:

USATACOM
AMSTA-CM-CDD (TDP Requests)
Warren, MI 48397-5000

Make checks payable to the United States Treasury. Points of Contact for this initiative: Gerri Mackey and Diane Woods at (586) 574-7061, and Gloria McCullough at (586) 574-7064.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-P-S063 MOD/AMD	Page 16 of 18 REPRINT
Name of Offeror or Contractor: SOUTHERN AUTOMOTIVE WHOLESALERS INC		

[End of Provision]

29 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002

The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.

Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of clause]

30 52.246-4026 LOCAL ADDRESS FOR DD FORM 250 MAR/2002
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://web1.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

31 52.246-4045 CRITICALITY OF THE CONTRACT ITEM AUG/1994
(TACOM)

The contract item has critical application. Before we formally accept the contract item you or we must perform specific critical inspections of the supplies as the quality assurance requirements in the TDP (Technical Data Package) mandate. Reference DFARS 246.203(c).

[End of Clause]

32 52.247-4016 HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS JUL/2002
(TACOM)

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEABILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-P-S063 MOD/AMD	Page 17 of 18 REPRINT
Name of Offeror or Contractor: SOUTHERN AUTOMOTIVE WHOLESALERS INC		

[End of Clause]

33 52.247-4458 GUARANTEED SHIPPING CHARACTERISTICS--F.O.B. DESTINATION SEP/2000
(TACOM)

(a) The offeror is required to complete subparagraph (b)(1), (2), and (3), of this clause, for each part or component, including all of its packaging. This information will be used by the Government to perform logistics management functions such as providing item sustainment, planning (e.g. estimating storage costs), and redistribution. You are not liable if you give us wrong information, however since the DOD uses this data in-house in existing data bases and because this information may be used in contingency planning it, we request that the information provided be as accurate as possible.

(b) Definitions of terms commonly used in the packaging and distribution environments are defined in ASTM D996 and should be consulted if any term used herein is in question.

(1) Unit Package:

(i) Specify the type of UNIT PACKAGE for each single unit of issue: A container in direct contact with and enclosing the product along with any required protective materials(s)(e.g. item is wrapped in neutral paper, polyethylene foam cushion wrapped, sealed in a waterproof bag, and placed in a fiberboard box).

(ii) Unit Package Exterior Size/Weight of Unit Package with contents:

Length_30 x Width_12 x Depth 12_(expressed in inches)/Weight expressed in 52 pounds

(2) Shipping Container:

(i) Exterior Size of SHIPPING CONTAINER AND CONTENTS THEREIN:

Length, 38 x Width, 12_x Height,_34 (expressed in feet and inches)

(ii) Number of unit packages per shipping container 3 each

(iii) Gross weight of Shipping container and contents 156 Lbs.

(3) Unitized Loads:

(i) Is the Load palletized, skidded, or some other platform device used as a base for handling and transporting as a single entity. Yes [X] No []; describe: _____.

(ii) Number of Shipping containers per pallet/skid 4 each.

(iii) Weight of empty pallet, skid, platform, dolly, other device used as a base for handling and transporting materials 30 Lbs

(iv) Size of Unit Load(pallet/skid including shipping container(s)assembled for handling and transportation as a single entity:

Length, 53 x Width, 42 x Height,_60 (expressed in feet and inches)

(v) Gross Weight of Unit Load 394 Lbs;

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-P-S063 MOD/AMD	Page 18 of 18 REPRINT
Name of Offeror or Contractor: SOUTHERN AUTOMOTIVE WHOLESALERS INC		

LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	TDP ON THE WEB			

PIIN/SHN DAAE07-03-P-S063

MOD/AMD

SECTION A - SUPPLEMENTAL INFORMATION

AUTO	AS7311	52.204-4016 (TACOM)	01-JUL-2003	TACOM-WARREN ELECTRONIC CONTRACTING
DELETED	AS7854	52.215-4854 (TACOM)	01-JUL-2002	PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS SOLICITATION/REQUEST

SECTION I - CONTRACT CLAUSES

AUTO	IF0015	52.211-5	01-AUG-2000	MATERIAL REQUIREMENTS
AUTO	IF0280	52.219-6	01-JUL-1996	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
AUTO	IF0445	52.222-19	01-SEP-2002	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES
AUTO	IF0992	52.222-21	01-FEB-1999	PROHIBITION OF SEGREGATED FACILITIES
AUTO	IF0098	52.225-13	01-JUN-2003	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
AUTO	IF0703	52.232-33	01-MAY-1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION
AUTO/DEL	IF0905	52.246-1	01-APR-1984	CONTRACTOR INSPECTION REQUIREMENTS
ADDED	IF0913	52.246-2	01-AUG-1996	INSPECTION OF SUPPLIES--FIXED PRICE
AUTO	IA0015	252.211-7005	01-FEB-2003	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS
AUTO	IA0953	252.225-7001	01-MAR-1998	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM
AUTO	IA0830	252.225-7016	01-DEC-2000	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (Alternate I dated Dec 2000)
CHANGED	IF6001	52.209-1	01-FEB-1995	QUALIFICATION REQUIREMENTS

(a) Definition: Qualification requirement, as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) SEE SUPPORTING ACTIVITY(IES) LISTED IN THE SPECIFICATION(S)
(Address)

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name _____
 Manufacturer's Name _____
 Source's Name _____
 Item Name _____
 Service _____
 Identification _____ Test Number _____ (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the

PIIN/SIIN DAAE07-03-P-S063

MOD/AMD

product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

[End of Clause]

DELETED	IF6230	52.219-1	01-APR-2002	SMALL BUSINESS PROGRAM REPRESENTATIONS--ALTERNATE I dated APR 2002)
---------	--------	----------	-------------	---

AUTO/CHANGE	IS6001	52.204-4006 (TACOM)	01-MAY-2000	INCORPORATION OF TACOM MASTER SOLICITATION FOR SIMPLIFIED ACQUISITIONS AND DESIGNATION OF F.O.B. POINT
-------------	--------	------------------------	-------------	---

(a) This Request for Quotation (RFQ) or Purchase Order (PO) incorporates by reference TACOM-Warren's Master Solicitation for Simplified Acquisitions with the same force and effect as though the clauses and provisions it contains were physically incorporated into this document. The version in effect at time of award is the version that applies to your purchase order.

(b) The TACOM-Warren Master Solicitation for Simplified Acquisitions is available on our Electronic Contracting web page, which you can reach using the following URL address: <http://contracting.tacom.army.mil/opportunity.htm>

(c) The clauses and provisions in Section I of the Master Solicitation apply to all TACOM-Warren RFQs and Purchase Orders that contain this clause. The clauses contained in Section II of the Master Solicitation applies in addition to those in Section I when the RFQ or PO specifies F.O.B. Origin.

(d) We hereby specify that the required F.O.B. point for this acquisition is destination.

(e) We will keep the Master Solicitation identified in this clause available on our Electronic Contracting web page during the entire period of performance of the purchase order. If the current Master Solicitation later is revised to incorporate a change in any of the clauses, the version specified in this clause will be retained, intact, in an archive area on our web page for continued reference and use.

[End of Clause]

CHANGED	IS6727	52.211-4015 (TACOM)	01-JUL-2002	CONFIGURATION CONTROL--ENGINEERING CHANGES
---------	--------	------------------------	-------------	--

(a) DEFINITIONS:

(1) Engineering Change Proposal (ECP). An ECP is a suggestion that we (the Government) permanently change some requirement of the Technical Data Package (TDP). ECPs can be issued before or during contract performance. NOTE: The current Government Standard allows us ninety days to process routine ECPs. If you (the contractor) need a response in less than ninety days to meet contract requirements, you should consider submitting a deviation along with your ECP.

(2) Request for Deviation (RFD). A RFD is a one-time request to deviate from TDP requirements. You must submit your deviation request before you deviate from the TDP requirements. You can request a deviation for a specific number of parts or the entire contract quantity.

(3) Value Engineering Change Proposal (VECP). A proposal that --

(i) Requires a change to the instant contract; and

(ii) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change --

PIIN/SHIN DAAE07-03-P-S063

MOD/AMD

(A) In deliverable end item quantities only;

(B) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(C) To the contract type only.

(4) Notice of Revision (NOR). A NOR describes the proposed changes to a technical document being requested by an ECP.

(b) When will TACOM start processing change requests? TACOM won't start processing any ECP, VECP, or RFD until we receive the ACO's comments (see paragraph (e) below) and the ECP, VECP, or RFD documentation.

(c) Contractor Responsibility. ECPs, VECPs, and RFD shall contain information per the instructions outlined on the Data Delivery Descriptions (DDD) which can be found at the following website: <http://contracting.tacom.army.mil/engr/engrchange.htm>. Forms for preparing an ECP, VECP, or a RFD can also be found at this website. You may use other media, as long as you give us all the information outlined in the DDDs.

(1) Identify the two-digit Weapon System Code (WSC) on your submittal. The WSC for this procurement is N5.

(2) The Contractor shall submit ECPs/VECPs/RFDs to the Government electronically. You must use one of the following electronic mediums: 100 megabyte Zip*-disk, 3 1/2 inch disk, 650 megabyte CD ROM, or E-mail. (E-mail files must be sized 3.5 mb or less.) Identify the software application, and version, that you used to create each file submitted.

(3) ECPs/VECPs/RFDs submitted in paper form are unacceptable and will be returned. You must use one of the following electronic formats:

(i) Files readable using these Microsoft 97 Office Products: Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.

(ii) Files in Adobe PDF (Portable Document Format).

(iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic ECPs/VECPs/RFDs and be accessible offline.

(iv) Other electronic formats. Before preparing your ECPs, VECPs or RFDs in any other electronic format, please e-mail the engineer, copy-furnished to the buyer and ACO, to obtain a decision as to the format's acceptability. Failure to e-mail the engineer to seek an alternate format's acceptability may result in rejection of your submission. All alternate methods must be at no cost to the Government. NOTE: The above formats may be submitted in compressed form using self-extracting files.

(d) Submittal Procedures for ECPs/VECPs/RFDs.

(1) Send one copy of the ECP, VECP or RFD in electronic format to your ACO.

(2) Send one copy of the ECP, VECP or RFD in electronic format to the buyer listed on the solicitation/ contract document.

WARNING - Submit complete, legible, virus free packages per paragraphs 1 and 2 above, or we may return your ECP/VECP/RFD without processing them.

(e) ACO Responsibility. Within ten working days from the day you receive the contractor's request, the ACO must prepare Comments on the ECP, VECP, or RFD in electronic format, and forward it as follows:

ECPs, VECPs, and RFDs. Email a copy of the contractor's request and ACO comments (DD Form 1998) to the engineer Mr. Michael Gibson, gibsonmi@tacom.army.mil and the buyer identified in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

(f) Approval of ECPs, VECPs and RFDs.

(1) ECPs should be used to make permanent changes in the Government Technical Data Package (TDP). Contractual relief should be requested using a Request for Deviation. This is because the Government requires more time to analyze any proposal to permanently change the specification or TDP. Cost saving improvements to the TDP should be submitted as a VECP, if a VE clause is contained in the contract.

(2) ECPs. TACOM will review and make a decision within the ninety day timeframe. Notification of our decision will be made by the contracting officer or representative.

PIIN/SHN DAAE07-03-P-S063

MOD/AMD

(3) RFDs. Decision on RFDs will be made within 30 days from the date we receive them from the ACO.

(g) Processing Emergency and Urgent ECPs. Ordinarily, ECPs submitted by the contractor will be deemed routine. If you submit an ECP that you consider to be an emergency or urgent (as defined in paragraph 11 of DDD for ECPs), you must immediately notify the PCO. TACOM will review the criticality of the ECP, and, if we determine that it is urgent or critical, we'll follow the appropriate processing time-frames as outlined in paragraph 11 of the DDD for ECPs.

(h) Reminder - Only the PCO can change the Contract. NO OTHER GOVERNMENT REPRESENTATIVE is authorized to make a commitment for, or bind the Government.

(i) RFDs shall contain sufficient pricing data to determine if a downward equitable adjustment to the contract is required.

(j) Questions.

(1) Questions about preparation and submittal of change request should be directed to the Government Quality Assurance Representative (QAR).

(2) Questions about the status of change requests you've already submitted, contact the buyer. You can find the buyer's name, number and e-mail address in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

[End of Clause]

AUTO/CHANGE IS6444	52.211-4053	01-MAR-2000	REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING SUBSTANCES
	(TACOM)		

(a) The purchase description or Technical Data Package (TDP) for this purchase order incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this purchase order, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our web-site and locating the required tailoring language appear in paragraph (c) of this clause.

(b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply, are affected by this tailoring language. Other specifications and standards affected are: MIL-C-53072.

(c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can reach by using this URL: <http://contracting.tacom.army.mil/ciods.html>

[End of Clause]

CHANGED	IS6146	52.242-4008	01-AUG-1994	ROUTING OF SPECIAL PROCESS APPROVALS
		(TACOM)		

(a) Specification TT-C-490, which is part of the technical data package for this contract, may require you to get approval from us prior to production for one or more special processes involved in producing this item. You are required to get prior approval unless the specification says otherwise.

(b) You will prepare the written procedures as the specification requires. You will then route the procedure through the Administrative Contracting Officer (ACO) for review and comment. Once you get the procedure back from the ACO, you will then forward it to the Procuring Contracting Officer (PCO) at TACOM for final approval. The correct address for the PCO is on the face page of this contract.

(c) You will cite (i) the contract number and (ii) the governing specification or standard on all procedures you submit for approval.

[End of Clause]

PIIN/SIIN DAAE07-03-P-S063

MOD/AMD

DELETED IS6051 52.242-4022 01-MAY-2000 DELIVERY SCHEDULE
(TACOM)

CHANGED IS6292 52.246-4005 01-FEB-1995 INSPECTION AND ACCEPTANCE POINTS: ORIGIN
(TACOM)

(a) Inspection and acceptance of supplies offered under this purchase order shall take place as specified herein. Inspection:
ORIGIN Acceptance: ORIGIN

(b) Origin inspection shall take place at the site specified below:

Southern Automotive Wholesalers, Inc.
597 North Saginaw Street
Pontiac, MI 48342

[End of Clause]

CHANGED IS6000 52.246-4053 01-JAN-2001 USE OF MIL-STD 1916
(TACOM)

The Government will not accept lots whose samples submitted for acceptance contain nonconformances unless appropriately documented and approved by the contracting officer. The contractor shall use MIL-STD- 1916, DOD Preferred Methods of Acceptance of Product. The Verification Level (VL) shall be VL IV for major characteristics and VL II for minor characteristics. MIL-HDBK-1916 provides guidance on the use of MIL-STD 1916. This handbook is not contractually binding.

[End of Clause]

DELETED IF7770 52.204-3 01-OCT-1998 TAXPAYER IDENTIFICATION

DELETED IF7995 52.207-4 01-AUG-1987 ECONOMIC PURCHASE QUANTITY -- SUPPLIES

DELETED IF7993 52.222-22 01-FEB-1999 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

DELETED IF7980 52.222-25 01-APR-1984 AFFIRMATIVE ACTION COMPLIANCE

ADDED IF7912 52.247-48 01-JUL-1995 F.O.B. DESTINATION--EVIDENCE OF SHIPMENT (DEVIATION)

DELETED IA7950 252.225-7000 01-SEP-1999 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE

AUTO IA7877 252.247-7023 01-MAY-2002 TRANSPORTATION OF SUPPLIES BY SEA (Alternate III dated May 2002)

AUTO IS7004 52.204-4005 01-DEC-2002 REQUIRED USE OF ELECTRONIC CONTRACTING
(TACOM)

DELETED IS7413 52.204-4007 01-MAY-2000 OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE
(TACOM)

AUTO IS7002 52.204-4009 01-JUN-1999 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION
(TACOM)

ADDED IS7727 52.211-4008 01-NOV-2002 DRAWING LIMITATIONS
(TACOM)

DELETED IS7873 52.211-4010 01-FEB-1995 ACQUISITION OF MAUFACTURER'S PART NUMBER: COMPONENTS
(TACOM)

ADDED IS7445 52.211-4016 01-OCT-2002 TT-C-490, TYPE I, ZINC PHOSPHATE PRETREATMENT SYSTEMS FOR CARC
(TACOM)

ADDED IS7448 52.211-4017 01-JUN-2002 ENHANCED CARC REQUIREMENTS FOR HIGH PERFORMANCE SYSTEMS

ADDED IS7161 52.211-4030 01-MAR-2001 SPECIAL TESTING REQUIREMENTS FOR CHEMICAL AGENT RESISTANT COATINGS
(CARC) ON METALLIC SURFACES

PIIN/SHIN DAAE07-03-P-S063

MOD/AMD

ADDED	IS7031	52.211-4035 (TACOM)	01-JAN-1988	PHOSPHATE COATING PROCEDURE APPROVAL
ADDED	IS7431	52.211-4036 (TACOM)	01-APR-2000	FORMAT OF THE TECHNICAL DATA PACKAGE
DELETED	IS7830	52.211-4047 (TACOM)	01-APR-2000	NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL (NEGOTIATED)
DELETED	IS7886	52.211-4049 (TACOM)	01-NOV-1983	PART NUMBERS NOT CURRENTLY APPROVED
DELETED	IS7859	52.213-4859 (TACOM)	01-DEC-2002	ELECTRONIC QUOTATIONS REQUIRED IN RESPONSE TO THIS REQUEST FOR QUOTATIONS (TACOM)
DELETED	IS7943	52.214-4003 (TACOM)	01-JUN-1985	ALL OR NONE
AUTO	IS7007	52.215-4404	01-MAY-2002	DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY
AUTO/DEL	IS7857	52.223-4002 (TACOM)	01-DEC-1993	USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)
DELETED	IS7792	52.246-4005 (TACOM)	01-FEB-1995	INSPECTION AND ACCEPTANCE POINTS: ORIGIN
AUTO/DEL	IS7192	52.246-4009 (TACOM)	01-FEB-1995	INSPECTION AND ACCEPTANCE POINTS: DESTINATION
AUTO	IS7301	52.246-4026 (TACOM)	01-MAR-2002	LOCAL ADDRESS FOR DD FORM 250
ADDED	IS7341	52.246-4045 (TACOM)	01-AUG-1994	CRITICALITY OF THE CONTRACT ITEM
AUTO	IS7111	52.247-4016 (TACOM)	01-JUL-2002	HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS
CHANGED	IS7887	52.247-4458 (TACOM)	01-SEP-2000	GUARANTEED SHIPPING CHARACTERISTICS--F.O.B. DESTINATION

(a) The offeror is required to complete subparagraph (b)(1), (2), and (3), of this clause, for each part or component, including all of its packaging. This information will be used by the Government to perform logistics management functions such as providing item sustainment, planning (e.g. estimating storage costs), and redistribution. You are not liable if you give us wrong information, however since the DOD uses this data in-house in existing data bases and because this information may be used in contingency planning it, we request that the information provided be as accurate as possible.

(b) Definitions of terms commonly used in the packaging and distribution environments are defined in ASTM D996 and should be consulted if any term used herein is in question.

(1) Unit Package:

(i) Specify the type of UNIT PACKAGE for each single unit of issue: A container in direct contact with and enclosing the product along with any required protective materials(s)(e.g. item is wrapped in neutral paper, polyethylene foam cushion wrapped, sealed in a waterproof bag, and placed in a fiberboard box).

(ii) Unit Package Exterior Size/Weight of Unit Package with contents:

Length_30 x Width_12 x Depth 12_(expressed in inches)/Weight expressed in 52 pounds

(2) Shipping Container:

(i) Exterior Size of SHIPPING CONTAINER AND CONTENTS THEREIN:

PIIN/SIIN DAAE07-03-P-S063

MOD/AMD

Length, 38 x Width, 12_x Height,_34 (expressed in feet and inches)

(ii) Number of unit packages per shipping container 3 each

(iii) Gross weight of Shipping container and contents 156 Lbs.

(3) Unitized Loads:

(i) Is the Load palletized, skidded, or some other platform device used as a base for handling and transporting as a single entity. Yes [X] No []; describe: _____.

(ii) Number of Shipping containers per pallet/skid 4 each.

(iii) Weight of empty pallet, skid, platform, dolly, other device used as a base for handling and transporting materials 30 Lbs

(iv) Size of Unit Load(pallet/skid including shipping container(s)assembled for handling and transportation as a single entity:

Length, 53 x Width, 42 x Height,_60 (expressed in feet and inches)

(v) Gross Weight of Unit Load 394 Lbs;

[End of Clause]

Report Control Symbol DD-AT&L(M)1014

1

INDIVIDUAL CONTRACTING ACTION REPORT

Report Control Symbol DD-AT&L(M)1014

- B13 Kind of Action
- B13A Contract or Order 9 (1) Letter Contract; (3) Definitive Contract; (4) Order under an Agreement; (5) Order under Indefinite-Delivery Contract; (6) Order under Federal Schedule; (7) BPA Order under Federal Schedule; (8) Order from Procurement List; or (9) Award under FAR Part 13
- B13B Type of Indefinite-Delivery Contract ____ (A) Requirements Contract (FAR 52.216-21); (B) Indefinite-Quantity Contract (FAR 52.216-22); or (C) Definite-Quantity Contract (FAR 52.216-20)
- B13C Multiple or Single Award Indefinite-Delivery Contract ____ (M) Multiple Award; or (S) Single Award
- B13D Modification ____ (A) Additional Work (new agreement); (B) Additional Work (other); (C) Funding Action; (D) Change Order; (E) Termination for Default; (F) Termination for Convenience; (G) Cancellation; (H) Exercise of an Option; or (J) Definitization
- B13E Multiple Award Contract Fair Opportunity ____ (A) Fair Opportunity Process; (B) Urgency; (C) One/Unique Source; (D) Follow-On Contract; or (E) Minimum Guarantee
- B13F Indefinite-Delivery Contract Use ____ (A) Government-Wide; (B) DoD-Wide; (C) DoD Department or Agency Only; or (D) Contracting Office Only
- B13G Indefinite-Delivery Contract Ordering Period Ending Date (yyyymmdd) _____
- B14 CICA Applicability c (A) Pre-CICA; (B) CICA Applicable; (C) Simplified Acquisition Procedures Other than FAR Subpart 13.5; or (D) Simplified Acquisition Procedures Pursuant to FAR Subpart 13.5
- B15 Information Technology Products or Services ____ (A) Commercially Available Off-the-Shelf Item; (B) Other Commercial Item of Supply; (C) Nondevelopmental Item Other than Commercial Item; (D) Other Noncommercial Item of Supply; (E) Commercial Service; or (F) Noncommercial Service.
- B16 Clinger-Cohen Act Planning Compliance ____ (Y) Yes; or (N) No
- Do not complete Part C if Line B5B is coded Y.
- C1 Synopsis n (A) Synopsis Only; (B) Combined Synopsis/Solicitation; or (N) Not Synopsized
- C2 Reason Not Synopsized b (A) Urgency; (B) FAR 5.202(a)(13); (C) SBA/OFPP Pilot Program; or (Z) Other Reason
- C3 Extent Competed a (A) Competed Action; (B) Not Available for Competition; (C) Follow-On to Competed Action; or (D) Not Competed
- C4 Sea Transportation n (Y) Yes - Positive Response to DFARS 252.247-7022 or 252.212-7000(c)(2); (N) No - Negative Response to DFARS 252.247-7022 or 252.212-7000(c)(2); or (U) Unknown - No Response or Provision Not Included in Solicitation
- C5 Type of Contract j (A) Fixed-Price Redetermination; (J) Firm-Fixed-Price; (K) Fixed-Price Economic Price Adjustment; (L) Fixed-Price Incentive; (M) Fixed-Price-Award-Fee; (R) Cost-Plus-Award-Fee; (S) Cost Contract; (T) Cost-Sharing; (U) Cost-Plus-Fixed-Fee; (V) Cost-Plus-Incentive-Fee; (Y) Time-and-Materials; or (Z) Labor-Hour
- C6 Number of Offerors Solicited 2 (1) One; or (2) More than One
- C7 Number of Offers Received 001
- C8 Solicitation Procedures ____ (A) Full and Open Competition – Sealed Bid; (B) Full and Open Competition – Competitive Proposal; (C) Full and Open Competition – Combination; (D) Architect-Engineer; (E) Basic Research; (F) Multiple Award Schedule; (G) Alternative Sources; (K) Set-Aside; or (N) Other than Full and Open Competition
- C9 Authority for Other Than Full and Open Competition ____ (1A) Unique Source; (1B) Follow-On Contract; (1C) Unsolicited Research Proposal; (1D) Patent or Data Rights; (1E) Utilities; (1F) Standardization; (1G) Only One Source – Other; (2A) Urgency; (3A) Particular Sources; (4A) International Agreement; (5A) Authorized by Statute; (5B) Authorized Resale; (6A) National Security; or (7A) Public Interest

INDIVIDUAL CONTRACTING ACTION REPORT

Report Control Symbol DD-AT&L(M)1014

- C10 Subject to Labor Standards Statutes a (A) Walsh-Healey Act; (C) Service Contract Act; (D) Davis-Bacon Act; or (Z) Not Applicable
- C11 Cost or Pricing Data n (Y) Yes – Obtained; (N) No – Not Obtained; or (W) Not Obtained - Waived
- C12 Contract Financing z (A) FAR 52.232-16; (C) Percentage of Completion Progress Payments; (D) Unusual Progress Payments or Advance Payments; (E) Commercial Financing; (F) Performance-Based Financing; or (Z) Not Applicable
- C13 Foreign Trade Data
- C13A Place of Manufacture (A) U.S.; or (B) Foreign
- C13B Country of Origin Code
- C14 Commercial Item n (Y) Yes – FAR 52.212-4 Included; or (N) No – FAR 52.212-4 Not Included
- Do not complete Part D if Line B5B is coded Y or if Line B13A is coded 6.
- D1 Type of Contractor
- D1A Type of Entity b (A) Small Disadvantaged Business (SDB) Performing in U.S.; (B) Other Small Business (SB) Performing in U.S.; (C) Large Business Performing in U.S.; (D) JWOD Participating Nonprofit Agency; (F) Hospital; (L) Foreign Concern or Entity; (M) Domestic Firm Performing Outside U.S.; (T) Historically Black College or University (HBCU); (U) Minority Institution (MI); (V) Other Educational or (Z) Other Nonprofit
- D1B Women-Owned Business n (Y) Yes; (N) No; or (U) Uncertified
- D1C HUBZone Representation y (Y) Yes; or (N) No
- D1D Ethnic Group (A) Asian-Indian American; (B) Asian-Pacific American; (C) Black American; (D) Hispanic American; (E) Native American; (F) Other SDB Certified or Determined by SBA; or (Z) No Representation
- D1E Veteran-Owned Small Business (A) Service-Disabled Veteran; or (B) Other Veteran
- D2 Reason Not Awarded to SDB a (A) No Known SDB Source; (B) SDB Not Solicited; (C) SDB Solicited and No Offer Received; (D) SDB Solicited and Offer Was Not Low; or (Z) Other Reason
- D3 Reason Not Awarded to SB (A) No Known SB Source; (B) SB Not Solicited; (C) SB Solicited and No Offer Received; (D) SB Solicited and Offer Was Not Low; or (Z) Other Reason
- D4 Set-Aside or Preference Program
- D4A Type of Set-Aside b (A) None; (B) Total SB Set-Aside; (C) Partial SB Set-Aside; (D) Section 8(a) Set-Aside or Sole Source; (E) Total SDB Set-Aside; (F) HBCU or MI – Total Set-Aside; (G) HBCU or MI – Partial Set-Aside; (H) Very Small Business Set-Aside; (J) Emerging Small Business Set-Aside; (K) HUBZone Set-Aside or Sole Source; (L) Combination HUBZone and 8(a)
- D4B Type of Preference a (A) None; (B) SDB Price Evaluation Adjustment – Unrestricted; (C) SDB Preferential Consideration - Partial SB Set-Aside; (D) HUBZone Price Evaluation Preference; or (E) Combination HUBZone Price Evaluation Preference and SDB Price Evaluation Adjustment
- D4C Premium Percent
- D5-D6 Reserved
- D7 Small Business Innovation Research (SBIR) Program a (A) Not a SBIR Program Phase I, II, or III; (B) SBIR Program Phase I Action; (C) SBIR Program Phase II Action; or (D) SBIR Program Phase III Action
- D8 Subcontracting Plan - SB, SDB, HBCU, or MI b (A) Plan Not Included – No Subcontracting Possibilities; (B) Plan Not Required; (C) Plan Required – Incentive Not Included; or (D) Plan Required – Incentive Included
- D9 Small Business Competitiveness Demonstration Program n (Y) Yes; or (N) No

INDIVIDUAL CONTRACTING ACTION REPORT

Report Control Symbol DD-AT&L(M)1014

D10 Size of Small Business _____

Employees	(A) 50 or fewer	Annual Gross Revenues
	(B) 51 - 100	(M) \$1 million or less
	(C) 101 - 250	(N) Over \$1 million - \$2 million
	(D) 251 - 500	(P) Over \$2 million - \$3.5 million
	(E) 501 - 750	(R) Over \$3.5 million - \$5 million
	(F) 751 - 1000	(S) Over \$5 million - \$10 million
	(G) Over 1000	(T) Over \$10 million - \$17 million
		(U) Over \$17 million.

D11 Emerging Small Business _____ (Y) Yes; or (N) No

E1 Contingency, Humanitarian, or Peacekeeping Operation _____ (Y) Yes; or Leave Blank

E2 Cost Accounting Standards Clause _____ (Y) Yes; or Leave Blank

E3 Requesting Agency Code (FIPS 95-2) _____

E4 Requesting Activity Code _____

E5 Number of Actions 1

E6 Payment by GPC _____

F1 Name of Contracting Officer or Representative MARIE T. GAPINSKI

F2 Signature _____

F3 Telephone Number (586) 574-5333

F4 Date (yyyymmdd) _____